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2 **JACKSONWHITE**  
3 **ATTORNEYS AT LAW**  
4 *A Professional Corporation*

5 40 North Center, Suite 200  
6 Mesa, Arizona 85201  
7 (480) 464-1111  
8 Attorneys for Plaintiff  
9 By: Scott L. Potter, Bar No. 025157  
10 spotter@jacksonwhitelaw.com

11  
12 **IN THE UNITED STATES DISTRICT COURT**  
13  
14 **IN AND FOR THE DISTRICT OF ARIZONA**

15 THE UNITED STATES OF AMERICA for the  
16 use of FOXWORTH-GALBRAITH LUMBER  
17 COMPANY, a Delaware corporation,

18 Plaintiff,  
19 vs.

20 SHANNON CONSTRUCTION, LLC, an  
21 Arizona limited liability company; FINANCIAL  
22 PACIFIC INSURANCE COMPANY, a  
23 California insurance company,

24 Defendants.

25 Case No.: CV-09-8111-PCT-ECV

26 **MOTION FOR ENTRY OF  
27 JUDGMENT BY DEFAULT  
WITHOUT HEARING**

28 (Assigned to the Honorable  
Edward C. Voss)

29 Plaintiff, Foxworth-Galbraith Lumber Company ("F-G"), by and through undersigned  
30 counsel, and pursuant to Fed.R.Civ.P. 55(b), respectfully requests that judgment by default  
31 be entered in its favor and against Defendants SHANNON CONSTRUCTION, LLC, an  
32 Arizona limited liability company ("Shannon Construction"), and FINANCIAL PACIFIC  
33 INSURANCE COMPANY, a California insurance company ("Financial Pacific"), for the  
34 reasons more fully stated below.

1 On or about June 26, 2009, F-G filed its verified Complaint against Defendants Shannon  
2 Construction and Financial Pacific, among others. Shannon Construction was served with a  
3 copy of the Summons and Complaint on August 26, 2009. Financial Pacific was deemed served  
4 with a copy of the Summons and Complaint on September 8, 2009. The time for Answering the  
5 Complaint has now passed. Shannon Construction and Financial Pacific have failed to plead or  
6 otherwise defend the Complaint.

7 As stated in its verified Complaint, Shannon Construction failed to pay for materials and  
8 supplies purchased on credit from F-G, in breach of its Agreement, pursuant to **Exhibit A** to the  
9 verified Complaint. In its Complaint, F-G seeks judgment for a sum certain, which is supported  
10 by the Sum Certain Declaration attached hereto as **Exhibit 1**. Therefore, judgment may be  
11 entered by the Court upon motion, pursuant to Rule 55(b)(1), Arizona Rules of Civil Procedure.  
12 Attorneys' fees are awarded in this case pursuant to contract, as evidenced by **Exhibit A** to the  
13 Complaint.

14 Based on the foregoing, F-G respectfully requests this Court to grant judgment in its  
15 favor and against Shannon Construction and against Bond No. C905186 issued by Financial  
16 Pacific up to the penal sum of the bond] in the principal sum of Ten Thousand Eight Hundred  
17 Fifty-Six and 43/100 Dollars (\$10,856.43), plus interest thereon at the rate of eighteen percent  
18 (18%) per annum from July 31, 2010, until paid in full, plus attorneys' fees in the sum of  
19 \$2,203.00, plus court costs in the sum of \$457.80, supported by the Affidavit of Attorneys' Fees  
20 and Statement of Costs attached hereto as **Exhibit 2**.

21 RESPECTFULLY SUBMITTED this 30th day of July, 2010.

22 JACKSON WHITE, P.C.  
23

24 By: /s/ Scott L. Potter  
25 Scott L. Potter  
26 40 N. Center St., Suite 200  
27 Mesa, AZ 85201  
28 *Attorneys for Plaintiff*

1 ORIGINAL electronically filed  
2 with the Clerk of the Court this  
3 30th day of July, 2010, and copies  
mailed this same date to:

4 Michael Schern  
5 Thomas Schern Richardson PLLC  
6 1640 S. Stapley Dr., Suite 132  
7 Mesa, AZ 85204-6673  
*Attorneys for Shannon Construction, LLC*

8 Molly A. Newburn  
9 David Kash  
10 Ryley Carlock & Applewhite  
11 One N. Central Ave., Suite 1200  
Phoenix, AZ 85004-4417  
*Attorneys for Financial Pacific Insurance Co.*

12 By: /s/ Lori Harpel